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Docket 8963.00

#### **REMARKS**

This Amendment in Connection with RCE is submitted in response to the Office Action mailed on February 25, 2008.

Claims 1 - 8, 19, 21, and 22 were pending.

After this Amendment, claims 1, 2, 8, and 21 - 25 are pending.  
No fee is due.

#### **ONE FORM OF INVENTION**

A system is created wherein a Self Service Terminal (SST), such as an Automated Teller Machine (ATM), is given a credit account, such as a credit card. Of course, no actual credit card will probably be used, because the SST, on its own, will not make credit purchases. However, it is possible that the owner of the SST may utilize the credit card in question, so a physical credit card may, in fact, exist. Automated equipment, or human beings, or possibly other agencies, pay the bills accruing to the credit account.

The SST/ATM is also equipped with a web browser, which allows customers to browse the Internet.

If a customer wishes to make a purchase, the customer is allowed to use the credit card assigned to the SST/ATM. This allows the customer to remain anonymous with respect to the seller, which can be desirable in some situations. The customer arranges to repay the ATM/SST in any number of different ways.

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## COMMENTS ON DAVIS REFERENCE

### Point 1

The Office Action cites Davis' statement regarding "anonymous" customers. (Column 7, line 43.) However, Davis is referring to customers who lack "store accounts" with the merchants from which they purchase items over the Internet. For example, a customer who lacks a Macy's credit card, in Davis's view, is "anonymous" with respect to Macy, when that customer uses a MasterCard to make a purchase from Macy's. (See column 7, lines 6 - 43.)

Further, Davis specifically states that information about the customer, including account information of the purchaser and the identity of the purchaser, is made available to the seller, contrary to Applicant's claims. (Column 13, lines 61 - 64; column 14, lines 44 - 52 and lines 60 - 63; column 15, line 63 - column 16, line 12; column 16, lines 23 - 37; and column 17, lines 34 - 44.)

### Point 2

The previous claims contained a phrase of the form "seller does not learn either A or B."

The Office Action interpreted this as meaning

seller does not learn A  
or

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seller does not learn B.

Applicant submits that the Office Action is ignoring the word "either." The Office Action is asserting that the phrase

(1) seller does not learn **either** A or B.

is identical in meaning to the phrase

(2) seller does not learn A or B

Phrase (2) may have the alternate meaning assigned to it by the Office Action. However, phrase (1) is different, because of the word "either."

Phrase (2), "seller does not learn either A or B," is identical to the phrase "seller learns **neither** A **nor** B." Plainly, the latter does not support the PTO's interpretation.

Further, the PTO is interpreting the phrase as stating "seller does not learn **BOTH** A and B." That is a different phrase.

From another perspective, the form of the statement must be considered. If I say "I will bake pizza A or B." That means "I will bake pizza or I will bake pizza B." However, in the case of the "either" construction, a similar alternate meaning does not apply.

If the statement in question is "seller does not learn either A or B," you cannot re-write the statement as "seller does not learn either A or either B." That makes no sense.

The reason is that "either" modifies the entire disjunction "A or B." "Either" cannot modify a single item, as in "A" above.

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Nevertheless, in the interest of furtherance of prosecution, the language has been changed to the form of "seller does not learn A AND seller does not learn B."

#### COMMENTS ON 103 - REJECTIONS

##### Claim 21

Applicant submits that the reasoning at the top of page 7 of the Office Action does not follow the rules of logic. The fact that debit and credit cards are associated with "accounts" does not lead to the conclusion that an "account" should be assigned to an ATM.

Further, claim 21 has been amended to recite two accounts: one for the customer, and one for the ATM. The purchase of the customer is paid for by the account of the ATM.

Applicant fails to see this in the references, even if combined.

##### Claim 22

Rosen is added to the other two references, on the grounds that the addition

provide[s] . . . added security to the buyer  
in the . . . payment . . . over open networks  
(e.g. the Internet).

(Office Action, page 8.)

Applicant respectfully submits that this is not a valid motivation for combining Rosen with the other two references.

One reason is that no problem with security has been

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identified in the other two references. Thus, Rosen is added to solve a non-problem.

A second reason is that, in fact, there is no security problem in credit card purchases over the Internet. Encryption has eliminated the problem.

A third reason is that the rationale (1) assumes that a security risk exists but (2) shifts the risk away from the buyer. Who, then, shoulders the risk ? The operator of the ATM.

Applicant submits that this is self-contradictory reasoning.

Under the law of obviousness, the question is what would the person skilled in the art do ? In this situation, that person is an ATM designer, or someone similar. The Office Action is asserting that this person would shift risk to the ATM, and away from the buyer.

Applicant submits that this suggestion is self-contradictory. That skilled person would not design a system which shifted risk to the ATM.

In any case, no benefit to such shifting has been given. Appellant submits that a benefit must be proposed.

#### **ADDED CLAIMS 23 - 25**

These claims, speaking generally, recite two credit card numbers: one for the terminal, and one for the customer. The two credit card numbers are different.

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That is not seen in the references.

#### CONCLUSION

Applicant requests that the rejections to the claims be reconsidered and withdrawn.

Applicant expresses thanks to the Examiner for the careful consideration given to this case.

Respectfully submitted,

  
Gregory A. Welte  
Reg. No. 30,434

NCR Corporation  
1700 South Patterson Blvd  
WHQ - 3  
Dayton, OH 45479  
May 20, 2008  
(937) 445 - 4956